

REMOVAL OF GRAFFITI AGREEMENT AND RELEASE OF LIABILITY

WHEREAS, the City of Somerville ("the City") in furtherance of the best interests of the residents and business communities within the City, has initiated a city-wide effort to remove graffiti from public places and privately owned properties; and

WHEREAS, the City, at its expense, agrees to remove, insofar as practical, any visible graffiti on the exterior portion of the building owned by me/us ("the Owner(s)"), provided the City incurs no liability from or on account of such action; and

WHEREAS, the City will endeavor to remove the graffiti from said building using its best determination and judgment taking into account the nature of the composition of the materials of the building from which the graffiti will be removed; and

WHEREAS, the City will assume no liability with regard to any potential property destruction occurring in the process of the City removing graffiti from Owner(s) real property so long as the City was doing so in a reasonable workman-like way; and

WHEREAS, the Owner(s) will assume any and all liability for any injury that may occur on the Owners property to any City personnel while said personnel is performing his/her job of removing graffiti from the Owner(s) real property and any structures thereon;

NOW THEREFORE, for good and valuable consideration including but not limited to the cost of the City's removal of graffiti from my/our building and for other valuable consideration as stated below, I/we, the undersigned Owner(s) of the real property located at _____, Somerville, Massachusetts, hereby agree as follows:

The Owner grants continuing consent to entry upon the above described property by personnel and equipment of the City of Somerville, its agents, and employees for the purpose of removing, reducing, or obliterating graffiti on such property.

The City may use such equipment, machinery, materials and processes, including painting, grinding with abrasives, sandblasting, or water pressure, which the City in its best judgment deems most efficient, practical and appropriate for the purpose of removing the graffiti, but only after consultation with the Owner. However, the final determination of the removal process and products will be made by the City should the Owner and City not be able to agree.

The Owner understands the City is willing to undertake this action at public expense to further the public purpose of beautifying the City's business districts and neighborhoods, but that the City's willingness to do so is expressly on the condition that the City shall assume no liability for any damages which may result from its actions.

Accordingly, in consideration for the performance of the aforementioned work, I/we the Owner(s) of the above-mentioned property, for my/our agents and assigns, hereby release, hold harmless and forever discharge the City of Somerville and its employees, agents and servants of and from any and all claims, actions, causes of action liabilities, loss, damage, demands, costs, loss of profits or income, disruptions, or interruption of business, expenses or compensation, including attorneys' fees, on account of or in any way arising out of, directly or indirectly, any personal injury or property damage resulting from any act or omission of the City related to the work or activities undertaken or to be undertaken by the City in connection with the aforesaid removal of graffiti.

By my/our signature below, I/we hereby certify and affirm that I/we am/are the current legal title Owner(s) of the property referenced above and that I/we have the authority to sign this instrument. This continuing consent to entry for removal of graffiti shall remain in effect perpetually unless the owner otherwise withdraws consent by sending a written notification to the Commissioner of the Department of Public Works.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal this _____ day of _____, 20____.

BY: _____
Owner

Print Name

Address

Phone Number

BY: _____
Owner

Print Name

Address

Phone Number

Witness

Witness

Print Name

Print Name

THIS FORM MAY NOT BE ALTERED

April 05, 2007